

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

PRO TEM PARTNERS, INC.,)	
Plaintiff,)	
)	
v.)	
)	No. 05-11822-RCL
SEMICO RESEARCH)	
CORPORATION, INC.,)	
Defendant.)	

AFFIDAVIT OF JAN-CHARLES FINE

I, Jan-Charles Fine, do depose and state as follow:

1. My name is Jan-Charles Fine, and I am the founder and President of Pro Tem Partners, Inc. ("Pro Tem").
2. Contrary to the allegations contained in the Affidavit of James Feldhan, this action relates to disputes between Pro Tem and Defendant Semico Research Corporation, Inc. ("Semico").
3. Pro Tem's principal place of business has always been in Massachusetts.
4. The Contract was negotiated and signed by Pro Tem in Massachusetts.
5. Between October 2, 2000 and July 20, 2005, Defendant Semico Research Corporation, Inc. ("Semico") sent approximately 100-150 letters by U.S. Mail to Pro Tem's Massachusetts address.
6. Semico sent approximately 10-20 letters by U.S. Mail to Pro Tem which were material to the negotiation of the contract at issue in this action (the "Contract").
7. Between October 2, 2000 and July 20, 2005, Semico sent over 2,500 emails to Pro Tem's Massachusetts address, including approximately 450 in 2005.
8. Semico sent numerous emails to Pro Tem which were material to the negotiation of the Contract.
9. Between October 2, 2000 and July 20, 2005, Semico communicated by phone with Pro Tem's Massachusetts office at least 200 times.
10. Semico communicated by phone with Pro Tem's Massachusetts office at least 5 times concerning material points for the negotiation of the Contract.
11. Pursuant to its contract with Semico, between October 2, 2000 and July 20, 2005, Pro Tem has found and developed approximately 15 Massachusetts clients for Semico's services.

12. Semico has earned approximately \$550,000 from Massachusetts customers of Semico's services since the beginning of 2000.
13. Until shortly before this lawsuit was filed, Semico listed Pro Tem's address as Semico's Massachusetts address. Semico identified Pro Tem by address, telephone number and e-mail address as the proper contact point for all prospective Semico customers in the eastern United States.
14. Between October 2, 2000 and July 20, 2005, Semico executives and employees, including Mr. Feldhan, made approximately 10-15 trips to Massachusetts to develop relationships with Massachusetts customers for Semico's services.
15. Since November, 2003, David Cavanaugh, Semico's Director of Manufacturing Technology, traveled to Massachusetts on at least 1-2 occasions to present findings on a consulting project that Pro Tem had brought into Semico.
16. In March, 2005, Sherry Garber, a Semico Director and Vice President, traveled to Massachusetts to conduct business for Semico and to solicit business contacts in Massachusetts.
17. During 2005, Semico sent written communications to Pro Tem in Massachusetts wrongfully accusing Pro Tem of failing to live up to its obligations under the contract and unilaterally seeking to change the terms of the contract.
18. Article XI, Section 11.01 of the Sales Representative Agreement between Semico and Pro Tem states "[t]he validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts."

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 17TH DAY OF JANUARY, 2005.

/s/ Jan-Charles Fine
Jan-Charles Fine

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